



October 5, 2021

Mr. Eddie Conger  
Superintendent  
International Leadership School of Texas  
1651 N. Glenville Dr. #216  
Richardson, TX 75081

**SUBJECT: Proposal for Fee Development Services-International Leadership School of Texas  
Rev 2**

BG Ramirez K-8 Campus  
4114 Road 5500  
Cleveland, TX 77327

Trivium Real Estate Advisors is pleased to submit this proposal to provide Fee Development services for the new International Leadership of Texas (IL Texas) school's new campus development projects located in four locations throughout Texas. This proposal includes a brief description of the project, scope of work, fee, and project schedule.

### **PROJECT BACKGROUND**

The IL School of Texas is looking to create a new campus, consisting of new classrooms, faculty space, gymnasium, performing arts, and outdoor athletic facilities in Cleveland, Texas. A Purchase and Sale Agreement has been completed between the school and the developer of the master planned community. The preliminary budget is reportedly approximately \$30,000,000 for the total project cost.

The design of the school will follow a prototype already in operation at an existing IL Texas school in College Station, Texas with a few minor modifications. The School has procured the services of Pivot North Architecture, JFTE Engineers, and Key Construction. As such, the preconstruction period for design, GC procurement/contracting and Permitting should be significantly less as compared to a new design. Based on a cursory review the drawings appear to be at 95% CD level.

Based on several site visits and staff tours, the existing facilities primarily consist of split face brick clad and EIFS façade construction over light gauge steel framing with a concrete slab on grade. The interior finishes are typical of a high-quality school in appearance and would be expected to be aesthetically similar in the new campus. The roofs are typically composed of asphalt shingle with a metal cupola located at the entrance to the school. The exterior of the typical campus consists of concrete parking and drive lanes, playgrounds, and storm water quality detention ponds.

According to interviews with the current staff, the existing facilities were procured using a developer lease-back model. Due to several frustrations with the previous development procurement model, construction materials used and reported physical construction defects, it has been expressed to Trivium that the model the school is seeking to use going forward is that of a partnership with a local development firm to act as the fee developer/project manager. IL Texas would be directly participating in the design, procurement, and overall development process in conjunction with Trivium staff in the fee developer model with the developer acting as the development consultant to the owner.

## SCOPE OF WORK

### **Fee Development Services-Pre-Construction Phase (October 2021 to November/December 2021)**

Trivium as the Fee Developer proposes to:

1. Assist the Owner with the selection of additional the Owner's design professionals (as necessary) which may include (i) an Architect of Record necessary to complete the designs of the Project, (ii) specialty design professionals, (iii) engineers, and (iv) other designers.
2. Review the program and prototypical facility furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project.
3. Based on preliminary design and other design criteria prepared by the Architect, Trivium shall assist the Owner in preparing a detailed financial plan for the Project. Such plan shall provide information to complete an overall, detailed budget ("Project Budget") for the Project and an overall schedule ("Project Schedule") for the completion of the Project(s). Trivium shall update the Project Budget and Schedule monthly to reflect actual costs and the actual progress of activities and each shall be revised as directed by the Owner. Updated Project Budgets shall show actual costs for activities in progress and estimates for uncompleted tasks and shall indicate the areas in which revised projected costs exceed initial estimates. Trivium shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.
4. Review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. Trivium shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction (as appropriate), time requirements for procurement, installation, and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.
5. Trivium shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractor(s) as applicable.
6. Assist Owner and Owner's Contractor or Multiple Prime Contractors in obtaining necessary licenses, approvals and permits for the construction and operation of the Project(s), including building permits and approvals required for the relocation of utilities (the actual procurement of

such licenses, approvals and permits shall be the responsibility of the Owner and/or the Owner's Contractor), and coordinate the availability of utilities to the Project.

7. **Trivium shall not be required to provide a professional service requiring special licensing including, without limitation, those which constitute the practice of architecture or engineering.** Owner agrees that in providing Services pursuant to this Agreement, Trivium will not be responsible for the quality, timeliness, or performance (or lack thereof) of any work provided by the Architect and/or Owner's Contractor(s). In addition, Owner agrees that no review, discussion, observation, inspection, approval, or comment by Trivium with respect to any work provided in connection with the Project shall constitute any technical approval (or any assumption of liability or responsibility with respect to such work) by Trivium.
8. Provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work (if applicable), including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, Trivium shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Multiple Prime Contractors are coordinated, (2) requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.
9. Trivium will assist the Architect in issuing bidding documents to bidders and conduct pre-bid conferences with prospective bidders. Trivium shall assist the Architect regarding questions from bidders and with the issuance of addenda.
10. Receive and review bids, prepare bid analysis in conjunction with the Architect and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.
11. Assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed. Trivium will not be responsible for the Contractor's failure to perform the work in accordance with the requirements of the Contract Documents. Trivium will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the work.

#### **Fee Development Services-Construction Phase (assume December 2021 through July 2022)**

Trivium as the Fee Developer proposes to:

1. Provide administrative, management and related services to coordinate scheduled activities and responsibilities of the General Contractor(s) with each other and with those of Trivium, the Owner, and the Architect.
2. Utilizing the construction schedule provided by the General Contractor(s), Trivium shall update the Project Schedule(s), incorporating the activities of the Owner, Architect, and Contractor(s) on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the occupancy requirements showing portions of the Project having occupancy priority. The Fee

Developer shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Fee Developer shall recommend corrective action, if any, to the Owner and Architect.

3. Attend meetings to discuss such matters as procedures, progress, coordination, submittals and shop drawing review status, and scheduling of the Work. Trivium shall collaborate with the Contractor(s) to promptly distribute minutes created by the Contractor(s) to the Owner, and Architect.
4. As directed by the Owner, Trivium shall receive required project submittals from the Contractor(s), review and assist Owner in evaluating shop drawings, product data, samples, and other submittals concurrently with Architect's review. In addition, Trivium shall coordinate such items with information contained in related documents and transmit recommendations, if any, to the Architect for review. In conjunction with the Contractor(s), establish and implement procedures to expedite the processing and approval of shop drawings, product data, samples, and other submittals by Contractor(s).
5. Provide general monitoring and monthly oral and written reports on the progress of the work, including performance of general conditions work, to achieve satisfactory performance from the General Contractor and to monitor compliance. Trivium shall recommend courses of action to the Owner when the Contractor(s) are not complying with their contractual requirements.
6. Assist in arranging for inspections or testing of the work, where appropriate (all such inspections and testing shall be provided by the Contractor(s) and not Trivium).
7. Monitor materials and equipment purchased and used for permanent installations to determine that they are new and as specified in the applicable Contract Documents; require contractors to verify that all materials and equipment they provide are free of liens or security interests, and that good title thereto passes to Owner on delivery.
8. Develop and implement procedures for the review and processing of Applications for Payment by the General Contractor(s) for Progress and Final payments.
9. Not more frequently than monthly, Trivium shall review, approve the amounts due the General Contractor within seven days after Trivium receives the General Contractor's Application for Payment.
10. Trivium's recommendation for payment shall constitute a representation to the Owner, based on the Trivium's evaluations of the Work and on the data comprising the General Contractor's Application for Payment, that, to the best of the Trivium's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Fee Developer. The issuance of a Certificate for Payment shall further constitute a recommendation to the Owner that the Contractor be paid the amount approved.
11. The recommendation of approval for payment of an Application for Payment by the Fee Developer shall not be a representation that Trivium has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques,

sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

12. The Fee Developer's responsibilities for coordination of the General Contractor's safety program shall not extend to direct control over or charge of the acts or omissions of the Contractor(s), Subcontractors, agents or employees of the General Contractor or Subcontractors, or any other persons performing portions of the Work and not directly employed by Trivium.
13. The failure of Trivium to reject Work shall not constitute the acceptance of the Work. Upon written authorization from the Owner, the Fee Developer may require and plan for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether such Work is fabricated, installed, or completed, and the Fee Developer shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.
14. Advise and consult with the Owner and Architect during the performance of the Fee Developer's Construction Phase Services. The Fee Developer shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Fee Developer shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and Projects in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
15. Transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation and assist in the resolution of questions that may arise.
16. Review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.
17. Utilizing the submittal schedules provided by the General Contractor(s), the Fee Developer shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Fee Developer. The Fee Developer shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractor(s) for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Fee Developer recommends for approval. The Fee Developer's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor(s), the Owner, or the Architect.
18. The Fee Developer shall record the progress of the Project. On a monthly basis, the Fee Developer shall submit written progress reports as applicable, to the Owner and Architect, showing percentages of completion and other information identified below:
  1. Work completed for the period.

2. Project schedule status.
  3. Submittal schedule and status report, including a summary of remaining and outstanding Submittals.
  4. Request for information, Change Order, and Construction Change Directive status reports.
  5. Tests and inspection reports.
  6. Status report of nonconforming and rejected Work.
  7. Cumulative total of the Cost of the Work to date including the Fee Developer's compensation and reimbursable expenses at the job site, if any.
  8. Any other items the Owner may require.
19. Utilizing the documents provided by the Contractor, the Fee Developer shall maintain electronic copies of all Contracts, Drawings, Specifications, addenda, Change Orders, and other Modifications, and in addition, approved Shop Drawings, Product Data, Samples, and similar required submittals. The Fee Developer shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.
20. With the Architect and the Owner's maintenance personnel, the Fee Developer shall observe the General Contractor's final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.
21. When the Fee Developer considers each Contractor's Work or a designated portion thereof is Substantially Complete, the Fee Developer shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Fee Developer shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.
22. When the Work or designated portion thereof is Substantially Complete, the Architect shall prepare, and the Fee Developer and Architect shall execute, a Certificate of Substantial Completion. The Fee Developer shall submit the executed Certificate to the Owner and Contractor. The Fee Developer shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Fee Developer shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Fee Developer shall assist the Architect in conducting final inspections.
23. Forward to the Owner, with a copy to the Architect, the following information received from the General Contractor: (1) certificates of insurance received from the Contractor; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.
24. Deliver all keys, manuals, record drawings and maintenance stocks to the Owner as applicable. The Fee Developer shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

25. Duties, responsibilities, and limitations of authority of the Fee Developer as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Fee Developer, Architect, and General Contractor. Consent shall not be unreasonably withheld.

### SCHEDULE

Based on preliminary discussions with the Owner, Trivium assumes the following schedule:

**October 2021 through November (2 months)** – Preconstruction/Design Services

**December 2021 through July 2022 (8 months)** – Construction Phase Services start at execution of a GMP contract with an approved General Contractor.

### FEE

As compensation for the performance of Services noted in the Scope of Work, Trivium Advisors **proposes a monthly fee assuming the following preliminary schedule (if the actual schedule changes Trivium's fee will be adjusted accordingly) as follows:**

#### Preconstruction/Design Phase

<b>2021:</b>	<b>Fee</b>
October	\$25,000
November	\$30,000
December	\$30,000

#### Construction Phase

<b>2022:</b>	<b>Fee</b>
January	\$45,000
February	\$45,000
March	\$45,000
April	\$45,000
May	\$45,000
June	\$40,000
July	<u>\$40,000</u>

**Total for project: \$390,000 (1.3%) Campus projected opening August 2022**

**The contract sum shall include all profit, overhead, and other costs of every type, except for the following reimbursable expenses:**

- Transportation and authorized **out-of-town** travel and subsistence.
- Out of pocket costs if reasonable and approved in advance by Owner.

- Printing, reproductions, plots, standard form documents.
- Postage, handling, and delivery.
- Professional photography, and presentation materials requested by the Owner.
- Fee Developer's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance more than that normally carried by the Fee Developer's consultants.
- All taxes levied on reimbursable expenses

### **LIMITATION OF LIABILITY**

Owner hereby acknowledges that the Fee Developer is not preparing any architectural or engineering plans, designs, specifications or performing any construction required for the development or completion of the project. Fee Developer shall not be responsible for, and Owner shall indemnify and hold harmless and defend Fee Developer against all liability, costs and expenses (including the fees of attorneys and other professionals), arising from or related to (a) the Fee Development Services hereunder (except to the extent attributable to Fee Developer's gross negligence or willful misconduct);(b) the construction means, methods, techniques, sequences and procedures employed by contractors in the performance of their contract; (c) the acts or failure to act of any contractor with respect to safety precautions, or in compliance with local, state, or federal laws and regulations; and/or (d) the failure of any contractor to carry out the work in accordance with the contract documents. Fee Developer shall have no responsibility to discover the patent or latent defects of manufactured products. Fee Developer shall not be liable for any lost or prospective profits or any other indirect, consequential, special, incidental, punitive or other exemplary losses or damages, whether in tort, contract or otherwise, regardless of the foreseeability or cause thereof. In no case shall the liability of the Fee Developer to Owner exceed the insurance limits specified in the contract between Fee Developer and Owner for the project governed by such contract.

### **CLOSING**

I look forward to a successful completion of this very rewarding project.

Very truly yours,



Greg Hillman, PE, LEED AP, CCIM

### **Accepted by:**

International Leadership School of Texas

By:

Name: Mr. Eddie Conger  
Title: Superintendent